

Mayor
JOE L PICCOLO
City Attorney
NICK SAMPINOS
City Recorder
SHERRIE GORDON
City Treasurer
SHARI MADRID
Finance Director
LISA RICHENS



185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501
PHONE (435) 637-5010 • FAX (435) 637-7263
www.pricecityutah.com

City Council
WAYNE CLAUSING
RICK DAVIS
KATHY HANNA-SMITH
LAYNE MILLER
TERRY WILLIS

PUBLIC NOTICE OF MEETING

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 5:30 PM on 08/24/2016. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. PUBLIC COMMENT
4. COUNCILMEMBERS REPORT
5. RESOLUTION 2016-26 - Consideration and possible approval of Resolution 2016-26 adopting a job description for a part-time, variable hour laborer position.
6. NEW HIRE: PART-TIME, VARIABLE HOUR LABORER - Consideration and approval to hire one or more part-time, variable hour laborers in the Parks/Cemetery Department. Fiscal note: \$0 - Will be offset in seasonal employee budget
7. PUBLIC HEARING - Public hearing to receive input regarding the possible donation of the proceeds from the International Days Golf Tournament to local and area charitable, community, and civic groups and projects.
8. DISTRIBUTION OF INTERNATIONAL DAYS GOLF TOURNAMENT FUNDRAISER PROCEEDS - Consideration and possible approval of acceptance of the staff and committee recommendation for distribution of the proceeds of the International Days Golf Tournament to area charitable, community and civic groups and projects.

PLANNING AND ZONING COMMISSION

9. Conditional Use Permit
 - a. PRIVATE UTILITY POLE PLACEMENTS - Consideration and possible approval for placement of private utility poles within the public right-of-way at: (1) 100 N 600 E within the Commercial 1 zoning district; (2) 400 N between 100 E and Carbon Avenue within the Public Facilities zoning district, and; (3) Intersection of Main Street and Carbon Avenue within the Commercial 1 zoning district, Mobilitie, Robert Taylor.

CONSENT AGENDA

10. MINUTES -
 - a. August 10, 2016 City Council Meeting
11. FRANCHISE AGREEMENT - Consideration and possible approval of Authorization for Mobilitie, LLC., to operate and maintain communications facilities in the city of Price, Utah.
12. CAREER LADDER PROMOTION-JORDON TUCKER - Consideration and possible approval of a career ladder promotion from laborer to Grounds Keeper I.
13. BUSINESS LICENSE - Consideration and possible approval of a business license for Southeast Mudjacking LLC at 840 N 400 E.

14. TRAVEL REQUESTS -
David Wilkinson, Police Department - Forensic Interview Training, August 16-18, 2016, Salt Lake City, UT
Debbie Worley, Police Department - SWAVO Training, September 14-16, 2016, St. George, UT
15. COMMITTEES
 - a. COMMUNITY PROGRESS
 - b. CULTURE CONNECTION
 - c. EMERGENCY PLANNING
 - d. INTERNATIONAL DAYS
 - e. WATER RESOURCES
16. UNFINISHED BUSINESS
 - a. Recycling

I, Sherrie Gordon, the duly appointed and acting Recorder for Price City, hereby certify that the foregoing City Council Agenda was emailed to the Sun Advocate. The agenda was also posted in City Hall, the City's website at www.priceutah.net, and on the Utah Public Meeting Notice Website <http://www.utah.gov/pmn/index.html> . This meeting may be held electronically via telephone to permit one or more of the council members to participate.

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should contact Sherrie Gordon at 185 E. Main Price, Utah, telephone 435-636-3183 at least 24 hours prior to the meeting.

RESOLUTION NO. 2016-26

A RESOLUTION ESTABLISHING AND/OR REVISING PRICE MUNICIPAL CORPORATION JOB DESCRIPTION FOR THE POSITION OF:

PART-TIME LABORER

WHEREAS Resolution No. 89-04, as adopted by the Price City Council the 22ND day of MARCH 1989, sets forth the job descriptions for employees of Price City; and

WHEREAS, Price City has determined that it needs a Part-Time Laborer to serve the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRICE CITY COUNCIL AS FOLLOWS:

Section 1. Creation/Revision of Job Description

Resolution No. 89-04, is hereby amended to provide a job description for the position of Part-Time Laborer.

Section 2. Adoption of Job Description

The text of the attached Exhibit A is hereby adopted as the job description for the position of Part-Time Laborer.

Section 3. Severability

The provisions of this resolution and the provisions adopted or incorporated by reference are severable.

Section 4. Repealer

The provisions of any other resolutions in conflict herewith are hereby repealed including any previous job descriptions for Part-Time Laborer.

Section 5. Effective Date

This resolution shall become effective on the 25th day of August 2016.

PASSED AND ADOPTED BY THE PRICE CITY COUNCIL 24th of August 2016.

PRICE MUNICIPAL CORPORATION

Joe L. Piccolo, Mayor

Attest:

Sherrie Gordon, City Recorder

**CITY OF PRICE
JOB SPECIFICATION**

TITLE: Part-Time Laborer
DIVISION: City-wide
DEPT: City-wide

GRADE NUMBER: 2
CLASSIFICATION: Hourly, non-exempt
EFFECTIVE DATE: August 25, 2016

GENERAL PURPOSE

Provide unskilled to semi-skilled assistance in the construction, repair, maintenance and operation of municipal systems, facilities, and properties on an as-needed variable hour basis

SUPERVISION RECEIVED

Works under the immediate to close supervision of a Supervisor or other employee

SUPERVISION EXERCISED

None

EXAMPLE OF DUTIES (This is a part-time and variable hour position)

Complete a variety of manual labor limited to specific tasks and functions for which the employee has experience or has been given training

Perform duties related to landscaping, lawn care and mowing, tree care, weed removal, leaf and litter pick-up, and sprinkler system maintenance

Complete assigned tasks to maintain parks, cemeteries, pavilions, playgrounds, recreation facilities, restrooms, picnic sites, trails, parking lots and other facilities

Set up and remove special event requirements, including lighting, sound systems, chairs, tables, canopies, barricades, traffic cones and similar items

Perform a variety of tasks necessary to keep structures, equipment, buildings, and grounds secure, safe, accessible, and in clean in appearance

Paint exterior and interior surfaces with brushes and rollers

Operate varied tools and equipment according to training and experience

Complete other duties as assigned

MINIMUM QUALIFICATIONS

1. Education and Experience:
Sufficient education, training, and experience to demonstrate an aptitude or ability to perform above and related duties
2. Knowledge, Skills and Abilities:
Ability to follow written and oral instructions

Ability to communicate effectively, both verbally and in writing

Ability to establish and maintain effective working relationships with other employees and the public

Ability to perform routine, manual tasks

Ability to learn and follow safety practices common to labor intensive occupations using basic tools and equipment

3. Special Qualifications:

Must possess a valid Utah State Driver's License

4. Physical Requirements and Demands:

Moderate to heavy physical work with the employee regularly required to use hands to finger, handle, feel, or operate objects, tools, or controls and reach with hands and arms.

The employee is frequently required to stand, walk, talk, and hear.

The employee is regularly required to sit, climb or balance; stoop, kneel, crouch; lift; and smell.

Must be able to frequently lift and or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.

Specific vision abilities include close vision, distance visions, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Will work in all kinds of weather conditions, and will be exposed to extreme hot and cold temperatures as well as wet and dry conditions. Will occasionally be exposed to fumes or airborne particles, toxic or caustic chemicals, and raw sewage.

The physical requirements and demands described here are representative and not all inclusive.

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, or skills required. This job description is subject to change as the need and requirements of the job change.



TO: Mayor, City Council

FROM: John Daniels *John R Daniels* *Distributed electronically via email
on 08/19/2016 by J. Daniels*

DATE: August 19, 2016

SUBJECT: Part-time Employees-Concept and Implementation Approval
Resolution 2016-26 Job Description: Part-Time Laborer

ISSUE OVERVIEW

Over the last several years Price City has budgeted for and hired seven seasonal employees in the Parks and Cemetery Department. Seasonal employees are paid \$9.00 per hour and typically work 960 hours or approximately 5.5 months during the spring, summer and fall season of each year. Our seasonal employee approach is a typical one that is followed by many cities and towns in Utah. The seasonal employment model has a number of problems in our local area including:

1. A small and diminishing labor pool, able and willing to work seasonally
2. Competition with higher paying construction jobs for seasonal workers
3. A “season” length and timeframe that precludes many from the pursuing Price City seasonal employment.
4. Continued cost for unemployment after the seasonal employment ends

Brianna, Miles, and I would like to pursue hiring one or more part-time, variable hour laborers in the Parks and Cemetery Department. This part-time, variable hour staffing would be similar to swimming pool staffing for lifeguards, clerks, and shift managers. Using this part-time model in the Parks and Cemetery will require adjustments to scheduling work and supervising employees but we believe it may improve both the quality and quantity of work accomplished. We suspect we will be able to access the labor market for retirees, secondary employment workers, college students, high school students and others desiring part-time work. A few ancillary positive consequences to Price City may be lower turnover, lower training costs, improved pathways to full-time employment, and reduced unemployment costs.

Any part-time employee costs in the Parks and Cemetery Department will be offset by reductions to the seasonal employee budget, resulting in no increase to the approved budget.

Recommendation:

It is recommended that the City Council:

1. Consider and approve attached Resolution 2016-26 adopting a job description for Part-time Laborer.
2. Consider and approve staff recommendation to advertise for and hire one or more part-time employees as laborers.

Adoption of the resolution and approval to hire one or more part-time laborers will be placed on the agenda of the City Council meeting scheduled for August 24, 2016.

Please contact me, Miles Nelson or Brianna Welch if have questions or concerns on this matter.

Attachment

Cc: Nick Sampinos-City Attorney
Miles Nelson-Director Public Works
Lisa Richens-Finance Director
Brianna Welch-Parks/Cemetery Supervisor
Dana Young-Benefits Specialist

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Ability to learn and follow safety practices common to labor intensive occupations using basic tools and equipment

3. Special Qualifications:

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The employee is regularly required to sit, climb or balance; stoop, kneel, crouch; lift; and smell.

Must be able to frequently lift and or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.

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The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, or skills required. This job description is subject to change as the need and requirements of the job change.

NOTICE OF PUBLIC HEARING

THE PRICE CITY COUNCIL WILL CONDUCT A PUBLIC HEARING ON WEDNESDAY, AUGUST 24, 2016 AT 6:00 PM IN THE PRICE CITY COUNCIL CHAMBERS AT 185 EAST MAIN STREET, PRICE, UTAH 84501 TO RECEIVE INPUT REGARDING THE CHARITABLE CONTRIBUTION OF THE PROCEEDS OF THE INTERNATIONAL DAYS GOLF TOURNAMENT TO LOCAL ENTITIES. ADVANCE QUESTIONS OR COMMENTS MAY BE SUBMITTED TO NICK TATTON AT 435-636-3184 AND THOSE COMMENTS WILL BE PROVIDED TO THE CITY COUNCIL.

PUBLISHED IN THE SUN ADVOCATE AUGUST 16, 2016

INTERNAL TO PRICE CITY

Scholarship Program	\$	1,200.00	Annual
ID Fireworks	\$	1,000.00	Annual
Fire Dept Smoke Detectors	\$	250.00	CDC
TOTAL	\$	2,450.00	

Comments - C

Mayor Accept for PC
Next Year Chair-Terry V
Chief Paul Bedont 630-

EXTERNAL TO PRICE CITY

Childrens Justice Center	\$	250.00	CDC	
Carbon County Humane Society	\$	250.00	CDC	
USU Eastern Sun Center	\$	200.00	CDC	
Price Chapel Entry Way Flag	\$	900.00	CDC	Annual
Safe Kids Car Seats Program	\$	250.00	CDC	
Active Re-Entry	\$	250.00	CDC	
AP Testing at Carbon High	\$	250.00	CDC	
AP Testing at Emery High	\$	250.00	CDC	
TOTAL	\$	2,600.00		

Shelly Wright 637-3739
Juanita Richard 630-03
Chey Weber-Wayne Cl
Alan-Steve-Dick-Dave
Debbie Marvidikis 637-
Nancy Bentley 636-679
Bruce Bean 637-2463
Steve Gordon 435-381

GRAND TOTAL DONATIONS \$ **5,050.00**

CDC TOTAL \$ **2,850.00**

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CONDITIONAL USE PERMIT

THIS PERMIT IS HEREBY APPROVED FOR:

A LAND USE OF: INSTALLATION OF THREE (3) UTILITY
COMMUNICATION TOWERS WITHIN THE PUBLIC RIGHT-OF-WAY
LOCATED AT: (1) 100 N 600 E WITHIN THE COMMERCIAL 1 (C-1)
ZONING DISTRICT; (2) 400 N BETWEEN 100 E & CARBON AVENUE
WITHIN THE PUBLIC FACILITIES (PF) ZONING DISTRICT; AND, (3)
INTERSECTION OF MAIN STREET & CARBONVILLE ROAD WITHIN THE C
-1 ZONING DISTRICT.

CONSISTENT WITH THE TERMS, CONDITIONS AND REQUIREMENTS SET FORTH
BY THE PRICE CITY PLANNING AND ZONING COMMISSION, THE PRICE CITY
COUNCIL AND THE PRICE CITY LAND USE MANAGEMENT AND DEVELOPMENT
CODE.



SIGNATURE _____

DATE _____

ACKNOWLEDGEMENT AGREEMENT FOR CONDITIONS OF LAND USE AS REQUIRED BY THE PRICE CITY PLANNING AND ZONING DEPARTMENT AND AS AGREED TO BY THE LAND USE APPLICANT FOR INSTALLATION OF UTILITY POLES WITHIN THE PUBLIC RIGHT-OF-WAY AT (1) 100 N 600 E WITHIN THE COMMERCIAL 1 ZONING DISTRICT; (2) 400 N BETWEEN 100 E AND CARBON AVENUE WITHIN THE PUBLIC FACILITIES ZONING DISTRICT, AND; (3) INTERSECTION OF MAIN STREET AND CARBONVILLE ROAD WITHIN THE COMMERCIAL 1 ZONING DISTRICT.

Purpose: the purpose of this agreement is to establish the terms and conditions of an agreement between Price City and ROBERT TAYLOR, MOBILITE, regarding the conditions of land use associated with Price City Land Use Management and Development Code (Code) as it is associated with MOBILITE POLE INSTALLATION WITHIN THE PUBLIC RIGHT OF WAY.

Parties: this agreement is made by and between Price City (City), 185 East Main Street, Price, Utah 84501 and ROBERT TAYLOR, (Applicant), for the property located at: (1) 100 N 600 E; 400 N BETWEEN 100 E AND CARBON AVENUE; INTERSECTION OF MAIN STREET AND CARBONVILLE ROAD.

Term: the term of this agreement commences on AUGUST 22ND, 2016 and will perpetually run with the land unless terminated based on a change of use or other performance or compliance factors as outlined in the Price City Land Use Management and Development Code (Code). This contract is further subject to compliance with all Code requirements and other state, federal or local permitting.

The parties identified above hereby agree to the following:

Applicant Shall:

- Contact, discussion and coordination of final utility pole placement with both the Price City Public Works Department and neighboring/adjoining private property owners at each location finding that coordinated installation of utility infrastructure and equipment mitigate misunderstandings and serve to promote future development within the community.
 - Comments received to be considered and included in final pole placement locations at each respective location.
 - Coordinate metered connections to the Price City Electric System with the Price City Electric Department.
 - Traffic control during installation to be coordinated with the Price City Public Works Department.
 - Locations for any additional fiber line connections to be reviewed and approved by Price City prior to connections.
- Provision by Mobilitie to Price City of updated and amended pole installation plans that include information on wind loading and foundation stability signed and stamped by a structural engineer finding that properly prepared and engineered plans protect the health, safety and welfare of the community.
 - All poles to be placed to be made of steel, not wood
- Approval of installation of pole in location 1 not to exceed 120 feet in height, pole in location 2 not to exceed 35 feet in height, pole in location 3 not to exceed 46 feet in height finding that installations consistent with submitted documents mitigates misunderstandings.
- Specific notification of the canal company and provision of pole installation information for location 2 finding that the location is adjacent to the canal and State law requires notification of the canal company for development occurring adjacent to the canal.
 - Incorporation of comments received by canal company into final location of pole, foundation design, etc.
- Completion and full execution and approval of a franchise agreement between Mobilitie and Price City prior to installation of any poles finding that properly franchised utility providers protect the health, safety and welfare of the community.
- Procurement of Price City Building Permits based on amended and engineered stamped installation drawings received finding that properly permitted and inspected utility infrastructure protects the health safety and welfare of the community.
 - Installation restricted until updated, stamped and signed plans are submitted and building permits are issued.
- Installation of signage on each pole indicating the ownership of the pole and contact information for emergency or service and maintenance matters finding that properly identified utility infrastructure mitigates misunderstandings and promotes increased service to the community.
- Procurement of a Price City Business License for the lawful conduct of business within Price City finding that all businesses are required to be licensed for local operation by Price City.
- No conditions at the property or structure that violation the Price City Property Maintenance Code finding that properly maintained properties and structures protect area property values and is consistent with the Price City General Plan.

Price City Shall:

- Authorize the land use contemplated herein and under the terms and conditions set forth as indicated in the Code.

SIGNED THIS ____ DAY OF _____, 20 ____.

Price City

Applicant:

By Robert Oliver, Chair

ROBERT TAYLOR

ATTEST:

Sherrie Gordon, City Recorder

Minutes of the Price City Council Meeting
City Hall
Price, Utah
August 10, 2016 at 5:30 p.m.

Present:

Mayor Piccolo

Councilmembers:

Kathy Hanna-Smith

Wayne Clausing

Terry Willis

Layne Miller

Rick Davis

Steve Regruto-Sargent

Nick Sampinos-City Attorney

Nick Tatton-Community Director

Miles Nelson-Public Works Director

John Daniels-Human Resources Director

Lisa Richens-Finance Director

Sherrie Gordon-City Recorder

Excused Absence: Bret Cammans-Customer Service Director

Present: R. Chantz Richens, Jennie Fasselin, Willie Ellington, Billy Coleman, Misty Robinett, Steve Robinett, and Colter Motte

1. Mayor Piccolo called the regular meeting to order at 5:30 p.m. He led the Pledge of Allegiance.
2. Roll was called with the above Councilmembers and staff in attendance.
3. PUBLIC COMMENT –

Mayor Piccolo presented a Price City Community Ambassadors certificate to the Price American Legion Baseball team, the Price City Raptors. The Council thanked Coach Willie Ellington and his team for their positive image presented toward the community. Coach Ellington thanked the team for their commitment towards the game of baseball. The Raptors presented the Mayor and Council with baseball caps.

4. COUNCILMEMBERS REPORT – Councilmembers presented an update on the activities and functions in which they have participated in support of Price City since the last Council meeting.

PLANNING AND ZONING COMMISSION – Nick Tatton reported that the Planning and Zoning Commission gave favorable recommendations for final approval by the Price City Council on the following applications with the conditions indicated.

5. Conditional Use Permit
 - a. LAND SUBDIVISION AND ELECTRIC SUBSTATION - Consideration and possible approval of a land subdivision and electric substation land use at 651 West Price River Drive, within the Commercial 1 zoning district, Bret Cammans, Price City.

Land Subdivision:

- Apply for and obtain a variance for the land subdivision finding that the subdivided parcel does not meet the minimum lot size in the C-1 zoning district nor does the remaining parcel meet the minimum lot size in the C-1 zoning district.
- Survey and provide easements for infrastructure access as necessary and as identified by the Price City Electric Department and/or Price City Engineer finding that secured public infrastructure access is necessary for maintenance and operation of the public infrastructure.
- Record with the Carbon County Recorder a valid and approved land subdivision plat within sixty (60) days of this approval finding that properly surveyed, platted and recorded land subdivision records prevent misunderstandings in the official records.

Site Development:

- Install substation exterior lighting and security lighting to mitigate unauthorized access and activity at the site finding that well-lit infrastructure locations mitigate unauthorized access and activity.
 - All lighting to be high efficiency LED fixtures.
- Install security fencing to enclose substation of a sufficient height to mitigate

unauthorized access and activity finding that security fencing serves to mitigate unauthorized access and activity.

- Perimeter fencing authorized up to a height of eight feet (8'), subject to engineering and inspection.
- Utility connections from the area transmission system connected to the substation compliant with all electric code requirements and prudent utility practices finding that properly connected substations protect the health, safety and welfare of the community.
- Install identification signage and high voltage safety signage at the location in sizes and locations compliant with Chapter 4 of the Code finding that properly identified infrastructure prevents misunderstandings and protects the health, safety and welfare of the community.
- Install a minimum of five percent (5%) landscaping at the development site consistent with code requirements finding that properly landscaped development improves the community aesthetic, particularly on community entrances.
 - Landscaping to be water-wise installations.
- Complete a storm water management plan and provide the plan to the Price City Engineer for review and concurrence and compliance with all storm water management recommendations stemming from the approved plan finding that properly prepared, reviewed and implemented storm water management plans protect the health, safety and welfare of the community.
 - Storm water management plan to address a 100 year storm event.
- Complete a geotechnical study and evaluation and provide the study to the Price City Engineer for review and concurrence and compliance with all recommendations stemming from the review finding that development consistent with geotechnical reports protect the health, safety and welfare of the community.

Other Requirements:

- Provide a file copy of the final transmission system interconnect design to Price City.
- Procure a Price City building permit and all construction completed under the auspices of the Price City building permit and inspection finding that properly permitted and inspected development and infrastructure protect the health, safety and welfare of the community.
- Complete and comply with all the terms and conditions established in the property purchase agreement between Price City and the Price Chapel finding that the terms and conditions of the agreement mitigate impacts of the substation development in the immediate vicinity of the development.
- No conditions at the property or structures that violate the Price City Property Maintenance Code finding that properly maintained properties and structures protect property values and improve the community aesthetic and is consistent with the Price City General Plan.

MOTION. Councilmember Davis moved to provide final approval for a Conditional Use Permit (CUP) application submitted by Bret Cammans for: (1) the subdivision of land; and (2) the development of an electrical substation by the Price City Electric Department for the location at 651 West Price River Drive within the Commercial 1 (C-1) zoning district. Motion seconded by Councilmember Clausing and carried.

b. **SITE PLAN AMENDMENT** - Consideration and possible approval of a site plan amendment for the addition of U-Haul Equipment Rentals to the existing storage shed sales business located at 1416 E Airport Road within the Manufacturing 1 zoning district, Mike DeCaro, Mike's Cumberland Sheds.

- All conditions associated with Mike's Cumberland Sheds Sales Administrative Conditional Use Permit (CUP) to remain in effect, including, but not limited to the following finding that compliance with existing conditions of approval for existing business operating at the site is a prerequisite for additional land uses at the site:
 - Current property condition to be fully mitigated of Property Maintenance Code violations prior to occupancy, including removal of all debris, rubbish, trash, garbage and accumulations.
 - Site Elements:
 - Exterior area lighting to be high efficiency LED fixtures and angled away from all surrounding residential uses and/or shielded from residential uses and/or on timers.

- All garbage, rubbish, debris to be located in a garbage dumpster; garbage dumpster to be located in a dumpster enclosure; garbage service frequency to prevent accumulation of garbage, rubbish, debris and wind scatter.
- All site access from existing driveway on Airport Road only.
- All site areas used for display to be surfaced with gravel or hard surfacing to prevent track out of mud onto the public roadway.
 - Hard surfacing of sales area required on or before July 1, 2018 as required by Section 6.7 of the Code.
- No placement of display product within the public right-of-way. All display items to be placed such that no sight visibility conditions are created for vehicular or pedestrian traffic on Airport Road.
- Installation of the minimum 5% landscaping. All landscaping to be water wise.
- All storm water to be maintained on site.
- No nuisance dust to be generated or emanate from the site(s).
- Maintain a minimum of ten (10) off-street parking spaces for employees and customers.
- Display area adjacent to Nelson Lane restricted for placement of U-Haul Equipment (no approved ingress/egress on Nelson Lane) No direct Nelson Lane site and property access. Public improvements required.
- No placement of display product within the public right-of-way.
 - Sign installation to be located as indicated on site plan. Any additional signage to be reviewed and approved before installation.
- No mechanical service or maintenance conducted at the location finding that property service and maintenance facilities area not present at the site including a grease trap for protection of the public wastewater system.
- No conditions at the property or structures, including hillside locations, that violate the Price City Property Maintenance Code finding that properly maintained property and structures mitigate deterioration of community property values and is consistent with the Price City General Plan.
 - All weeds on both Airport Road and Nelson Lane frontages and properties to be controlled.

MOTION. Councilmember Willis moved to provide final approval of a site plan amendment to add U-Haul Equipment Rentals to the existing site at 1416 Airport Road within the Manufacturing 1 (M-1) zoning district. Motion seconded by Councilmember Miller and carried.

CONSENT AGENDA - Councilmember Hanna-Smith requested Item 6. b. be removed from the consent agenda for further discussion. Councilmember Hanna-Smith moved to approve consent agenda items 6. a. through 12 with the exception of Item 6. b. Motion seconded by Councilmember Willis and carried.

6. MINUTES -

a. July 27, 2016 City Council Meeting

b. August 5, 2016 City Council Workshop

Bullet point #7: International Days funds up.

Bullet point #7 amended to: International Days revenue increase due to sponsorships, vendor booth fees and carnival was noted.

MOTION. Councilmember Hanna-Smith moved to approve Item 6. b. as amended. Motion seconded by Councilmember Clausing and carried.

7. CONSOLIDATED DISPATCH SERVICE IN CARBON COUNTY - Consideration and possible approval of a Cooperative Agreement for Dispatch Services 2016-2017, Jennifer Stefanoff, Price Communications Center.

8. INTERLOCAL AGREEMENT - Consideration and possible approval of an Interlocal Agreement to form the Carbon Addiction Reduction & Elimination (CARE) Coalition.

9. STREET CLOSURE REQUEST - Consideration and possible approval of the closure of 200 N from Carbon Avenue to 50 W for Notre Dame Oktoberfest from 8:00 AM on September 23 to 1:00 AM on September 25, 2016.
10. LOCAL CONSENT - Consideration and possible approval of local consent for a single event beer/wine permit for Notre Dame Oktoberfest on September 23-24, 2016.
11. BUSINESS LICENSES - Consideration and possible approval of business licenses for: Marek Meiesaar/Southwestern Advantage (Solicitor's License) and Chrysalis Utah Inc. at 540 Price River Drive, Suite A.
12. TRAVEL REQUESTS - Consideration and possible approval for:
Brandon Sicilia, Police Department - The Role of the Police Chief Course, September 12-14, 2016, Salt Lake City, UT
Shauna Fasset, Police Department - BCI, (TAC), Update, September 21-22, 2016, Provo, UT
13. COMMITTEES – Updates presented.
 - a. COMMUNITY PROGRESS
 - b. CULTURE CONNECTION
 - c. EMERGENCY PLANNING
 - d. INTERNATIONAL DAYS - Mayor Piccolo recommended the appointment of Councilmember Willis to Chair the 2017 International Days celebration.
MOTION. Councilmember Davis moved to approve the appointment of Councilmember Willis as the 2017 International Days Chair. Motion seconded by Councilmember Miller and carried.
 - e. WATER RESOURCES
14. UNFINISHED BUSINESS
 - a. Recycling – Councilmember Davis reported that they are getting things in place and continue to move forward. The next meeting is scheduled for August 11, 2016.

The regular City Council meeting was adjourned at 6:32 p.m. by Mayor Piccolo, pursuant to a motion by Councilmember Willis.

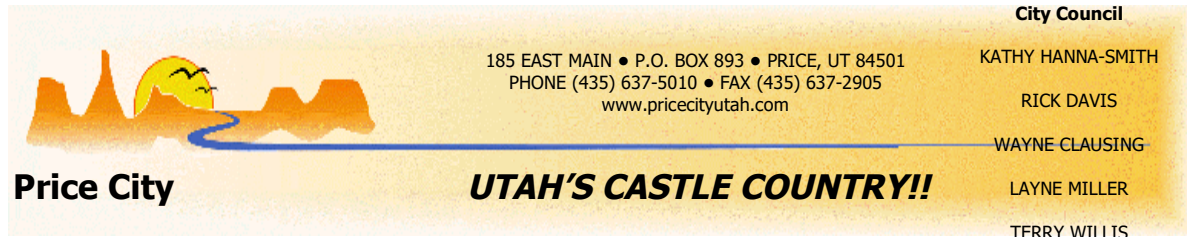
APPROVED:

ATTEST:

Joe L. Piccolo, Mayor

Sherrie Gordon, City Recorder

Mayor
JOE L. PICCOLO
City Attorney
NICK SAMPINOS
Community Director
NICK TATTON
City Recorder
SHERRIE GORDON
Finance Director
LISA RICHENS



**PRICE CITY
CITY COUNCIL MEETING
AGENDA DOCUMENTATION**

Preparation Date: 8-12-16	Submitting Department: Community Development
Meeting Date: 8-24-16	Department Director: Nick Tatton
	Presenter: Nick Tatton

Subject:	Franchise Agreement
Purpose Statement:	Private utility providers are required to have a franchise to operate within the boundaries of Price City. Mobilitie is a private utility provider of “back haul” data and sells its services to the various cellular providers.
Background &/or Alternatives:	<p>Mobilitie contacted Price City regarding placement of 3 service towers within the right of way in Price City. Mobilitie has a right to use the right of way as a utility provider, but must have a franchise to do so. Additionally, they must have a conditional use permit regarding the conditions at the sites, a building permit for installation and a business license since they will be conducting business within Price City.</p> <p>Price City also engaged the services of an outside, independent consultant to review the application and provide input regarding conditions of approval and other matters pertinent to protect the interest of Price City. Details on this analysis can be provided upon request.</p>
Attachments:	1. Copy of franchise agreement proposed.
Fiscal Impact:	Cost: none beyond current duties and assignments. Revenue: \$300 per year right of way access charge.
Staff Impact:	None beyond application assistance.
Legal Review:	Mr. Sampinos has reviewed the franchise agreement and has approved as to form.
Recommendation:	It is the recommendation of staff that the franchise agreement be approved and that staff be directed to administer the agreement.
Suggested Motion(s):	<ol style="list-style-type: none"> 1. Move to approve a franchise agreement titled AUTHORIZATION FOR MOBILITIE, LLC, TO OPERATE AND MAINTAIN COMMUNICATIONS FACILITIES IN THE CITY OF PRICE, UTAH. 2. Move to authorize the Mayor and City Recorder to sign the franchise agreement on behalf of Price City. 3. Move to authorize staff to administer the franchise agreement.
Other Comments:	Copies of the conditional use permit and other information may be provided upon request.

AUTHORIZATION FOR MOBILITIE, LLC, TO OPERATE AND MAINTAIN COMMUNICATIONS FACILITIES IN THE CITY OF PRICE, UTAH

Price Municipal Corporation (“Grantor”), having approved this agreement (“Authorization”) on the _____ day of _____, 2016 (“Effective Date”), this Authorization is made by and between Grantor, a body corporate and politic, and Mobilitie, LLC, a Nevada limited liability company (“Grantee”).

RECITALS

WHEREAS, the Grantor has the right and authority to regulate and permit the installation, attachment, operation, and maintenance of communications facilities in the Public Right-of-Way within Grantor’s territorial boundaries; and

WHEREAS, Grantee wishes to construct, install, operate, and maintain communications facilities within the Public Right-of-Way.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this agreement is entered into by and between the parties subject to the following terms and conditions:

SECTION 1. DEFINITIONS

For the purpose of this Authorization, the following terms, phrases, words and their derivations shall have the meaning given herein. Words not defined shall be given their meaning according to common usage within the communications industry. Words not defined that have no meaning within the communications industry shall be given their common and ordinary meaning:

- 1.1 “City” shall mean the area within the City limits of the City of Price, County of Carbon, in the State of Utah, including areas annexed during the term of this Authorization.
- 1.2 “FCC” shall mean the Federal Communications Commission.
- 1.3 “Grantee” shall mean Mobilitie, LLC, and its successors, transferees or assignees.
- 1.4 “Grantor” shall mean Price Municipal Corporation.
- 1.5 “Owner” shall mean a person with a legal or equitable interest in ownership of real property.
- 1.6 “Person” shall mean any corporation, partnership, proprietorship, individual or organization, governmental organization, or any natural person.
- 1.7 “Public Property” shall mean any real property owned by Grantor other than a Public Right-of-Way.
- 1.8 “Public Right-of-Way” shall mean the surface, air space above the surface, and the area below any public street, road, highway, freeway, lane, path, public way, alley, court,

sidewalk, boulevard, parkway, drive, bridge, tunnel, park, parkway, waterway, easement or right-of-way now or hereafter held by Grantor, or dedicated for use by the Grantor, use by the general public, or use compatible with the Service or operations of the Network Equipment, as defined below in Section 1.11.

- 1.9 “Resident” shall mean a natural person who lives within the City.
- 1.10 “Service” means any Communications Service, as defined below in Section 1.12 that is offered to any Person in conjunction with, or distributed over, Network Equipment as provided hereunder.
- 1.11 “Network Equipment” shall mean facilities and equipment used by Grantee to provide Service, including but not limited to antennas, cables, fiber, repeaters, microwaves, radios, wires, lines, waveguides, poles, towers, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, or other associated conductors, converters, equipment or facilities, and related hardware, installed by Grantee at a particular location to be used for its distribution and provision of Communications Services and other lawful services within the City. No installations of Network Equipment other than those facilities and equipment identified in Exhibit 1 attached hereto shall be allowed without the prior written consent of Grantor obtained in accordance with this Authorization. Upon receipt of such consent, Exhibit 1 shall be modified to reflect the additional installations consented to by Grantor.
- 1.12 “Communications Service” shall mean the transmission, between or among points specified by the user, of information of the user’s choosing.

SECTION 2. GRANT OF AUTHORITY

- 2.1 Grantee Facilities. The Grantor hereby authorizes and permits Grantee to, from time to time during the term of this Authorization, erect, install, construct, operate, maintain, repair, locate, move, remove, replace, reattach, reinstall, reconstruct and retain Network Equipment in, on, over, under, upon, across and along the Public Rights-of-Way in the City. In consideration of the permission granted herein, Grantee shall pay to Grantor an annual right-of-way access fee per pole in the amount of \$100.00. Said fee shall be billed annually by the Grantor, and paid annually by the Grantee, on or before January 1st of each calendar year.
- 2.2 Grantor Facilities. The Grantor hereby authorizes and permits Grantee to, from time to time during the term of this Authorization, install, construct, operate, maintain, repair, locate, move, remove, replace, reattach, reinstall, reconstruct and retain its Network Equipment in or on utility poles, conduit, street light poles, and other structures owned or controlled by the Grantor (“Grantor Facilities”) for the purposes of supporting the Network Equipment identified in Exhibit 1. Grantee shall have the right to connect to the Price City electric system for the operation of the Network Equipment at the same rate schedule that Grantor charges for uses similar to Grantee’s use (e.g., small commercial use).

- 2.3 Third Party Facilities. The Grantor hereby authorizes and permits Grantee to, from time to time during the term of this Authorization, enter upon the Public Rights-of-Way and to install, construct, operate, maintain, repair, locate, move, remove, replace, reattach, reinstall, reconstruct and retain its Network Equipment in or on poles, conduit, and other structures owned by public utility companies or other entities located within the Public Rights-of-Way as may be permitted by the owning entity. All poles and conduit installed within the City may be made available for attachment or use by Grantee, at just and reasonable rates that are applied to public utilities under the formula presently established in 47 U.S.C. § 224.
- 2.4 Authorization Term. The initial term of this Authorization shall commence when adopted as of the Effective Date, and shall expire five (5) years from said date, unless renewed as herein provided.
- 2.5 Conditions of Authorization. The rights afforded to Grantee under this Section 2 are granted subject to the conditions herein provided.

SECTION 3. CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 Applications.

- A. For installing Network Equipment on Grantor Facilities, the proposed location(s) of the Network Equipment on Grantor Facilities shall be disclosed in writing to the Grantor by Grantee at least sixty (60) days prior to Grantee physically entering the Public Rights-of-Way for purposes of installing or constructing such Network Equipment on Grantor Facilities. The written disclosure must include drawings and diagrams depicting the location(s) and manner of installation. The Grantor may refuse to allow attachment of Network Equipment to Grantor Facilities if, in the reasonable discretion of Grantor, there is insufficient capacity, or for reasons related to safety, reliability, or generally applicable engineering standards. In no event shall the Grantor be obligated to replace any Grantor Facilities to accommodate the Network Equipment. Grantee must replace, at its sole cost and expense, any replacement pole owned by the Grantor that is needed to accommodate Network Equipment. No attachments of Network Equipment shall be allowed to Grantor Facilities without the execution of a separate attachment agreement.
- B. For all other installations of Network Equipment, Grantee shall obtain all generally applicable, administrative permits and licenses that are required of all occupants of the Public Rights-of-Way, such as conditional use permits, building permits and business licenses. The Grantor may impose on such permits only those conditions that are necessary to protect structures in the Public Right-of-Way, to ensure the proper restoration of the Public Right-of-Way and any structures located therein, to provide for protection of adjacent properties and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the Public Right-of-Way. The Grantor shall cooperate and use its best efforts in granting any permits or approvals required.

- 3.2 Compliance with Law. The construction, operation, maintenance, and removal of the Network Equipment shall be in accordance with all applicable sections of the Occupational Safety and Health Act of 1970, as amended, the National Electrical Safety Code, the National Electric Code and other applicable federal, state and local laws and regulations.
- 3.3 FAA. Any Network Equipment antennas and their supporting structures shall comply with applicable rules and regulations of the Federal Aviation Administration.
- 3.4 NESC. Grantee may cut or trim trees and vegetation interfering with National Electrical Safety Code and other clearance requirements upon the consultation and approval of Grantor, which approval shall not be unreasonably withheld, conditioned or delayed.
- 3.5 Duty to Repair. Any Public Right-of-Way, public property or private property that is disturbed or damaged during, or as a result of, the construction, reconstruction, repair, replacement, relocation, operation or maintenance of the Network Equipment shall be repaired by the Grantee, at its sole expense, within thirty (30) days or such longer period as may be agreed to in writing by Grantor.
- 3.6 Surety Bond or Other Financial Security. At any time during the term of this Authorization, Grantor may require Grantee to furnish a surety bond (or other financial security, at Grantee's election), which surety bond (or other financial security, at Grantee's election) shall not exceed the reasonable cost to ensure that the Public Right-of-Way is returned to its original condition after Grantee's access and use (normal wear and tear and casualty excepted). Grantee shall obtain the bond (or other financial security, at Grantee's election) no later than thirty (30) days after Grantor's request.

SECTION 4. INDEMNITY AND INSURANCE

4.1 Indemnity.

- A. Scope of Indemnity. To the extent permitted by law, and except for matters arising out of the Grantor's negligence, or the negligence of Grantor's agents and employees, Grantee shall, at its sole cost and expense, indemnify, hold harmless, and defend the Grantor, its officers, boards, commissions, agents and employees, against any and all claims, causes of action, proceedings, and judgments for damages or equitable relief caused by the construction, repair, maintenance, or operation of the Network Equipment.
- B. Duty to Give Notice and Tender Defense. The Grantor must give the Grantee timely written notice of the making of any claim or of the commencement of any action, suit or other proceeding in connection with the Network Equipment. In the event such claim arises, the Grantor or any other indemnified party shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully therein.

4.2 Insurance.

- A. The Grantee shall maintain throughout the duration of the term of this Authorization, Commercial General Liability insurance and Commercial Automobile Liability insurance covering the Grantee against any and all claims, injury or damage to persons or property, both real and personal, caused by the construction, erection, operation or maintenance of the Network Equipment, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence or in such amounts as required by Utah law, whichever is greater (combined single limit), including bodily injury and property damage, and in an amount not less than Three Million Dollars (\$3,000,000) annual aggregate for each personal injury liability.
- B. The Grantee shall maintain throughout the duration of the term of this Authorization statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) and shall furnish the Grantor with a certificate showing proof of such coverage.
- C. All policies shall name the Grantor, its officers, agents and employees, whether elected or appointed, as additional insureds.
- D. Grantee shall provide a minimum of thirty (30) days' advance notice to the Grantor in the event of cancellation of any coverage.
- E. Evidence of all insurance required hereunder shall be furnished to Grantor by Grantee upon execution of this Authorization by both parties.

SECTION 5. REMEDIES

- 5.1 Notice of Violation. Grantor shall provide Grantee with a detailed written notice of any Authorization violation upon which it proposes to take action, and a ninety (90) day period within which Grantee may: (1) demonstrate that a violation does not exist or cure an alleged violation, (2) cure the violation, or (3) if the nature of the violation prevents correction of the violation within ninety (90) days, initiate a reasonable plan of action to correct such violation (including a projected date by which it will be completed) and notify the Grantor of such plan of action.
- 5.2 Default. If Grantee fails to disprove or correct the violation within ninety (90) days or, in the case of a violation which cannot be corrected in ninety (90) days and Grantee has failed to initiate a reasonable plan of corrective action and to correct the violation within the specified time frame, then Grantor may declare the Grantee in default, which declaration must be in writing. In the event that the Grantor declares Grantee in default, the Grantor shall have the right to institute legal proceedings to collect damages from the date of its declaration of default, and/or to exercise any other rights and remedies afforded to the Grantor in law or equity.
- 5.3 Hearing Available to Grantee. Within fifteen (15) days after receipt of a written declaration of default from the Grantor, Grantee may request, in writing, a hearing before

the Grantor or its agent, in a full public proceeding affording due process. Such hearing shall be held within thirty (30) days of the receipt of the request therefor and a decision rendered within ten (10) days after the conclusion of the hearing. Any decision shall be in writing and shall be based upon written findings of fact.

5.4 Appeal of Default. Grantee may appeal a declaration of default to arbitration.

5.5 Procedures Applicable to Arbitration. Any arbitration held pursuant to this Authorization shall be conducted as follows under the rules of the American Arbitration Association or other rules upon the mutual agreement of the parties, including but not limited to:

- A. Grantor and Grantee (or such substitute party to the arbitration) each shall, within fifteen (15) days of the decision to proceed to arbitration, appoint one (1) arbitrator experienced in the communications business, which arbitrators shall mutually select a third arbitrator of similar qualifications.
- B. Within thirty (30) days after appointment of all arbitrators and upon fifteen (15) days written notice to the parties to the arbitration, the arbitrators shall commence a hearing on the dispute.
- C. The hearing shall be recorded and may be transcribed at the request of either Grantor or Grantee.
- D. At the close of the hearings and within thirty (30) days, the arbitrators shall prepare written findings and serve such decision upon Grantor and Grantee.
- E. The decision of a majority of the arbitrators shall be binding upon the parties to the arbitration.
- F. Either party may seek judicial relief to the arbitrators' decision under the following circumstances:
 - (1) Either party fails to select an arbitrator;
 - (2) The arbitrators fail to select a third arbitrator;
 - (3) One (1) or more arbitrator is unqualified;
 - (4) Designated time limits have been exceeded;
 - (5) The arbitrators have not proceeded expeditiously; or
 - (6) Based upon the record, the arbitrators' decision is arbitrary, capricious, unsupported by substantial evidence, an abuse of discretion, or based upon a mistake of law.
- G. All costs of arbitration shall be borne equally by the parties to the arbitration unless otherwise ordered by the arbitrators.

5.6 Revocation. The Grantor may revoke the Authorization only after declaration of default and only for material violations of this Authorization by Grantee, including but not limited to:

- A. Material misrepresentation by Grantee to Grantor in information required to be provided under the Authorization.
- B. Grantee willfully or persistently violates any material orders or rulings of any regulatory body having jurisdiction over the Authorization.
- C. Grantee willfully fails to acquire the insurance required by the Authorization.

5.7 Procedures Governing Revocation.

- A. Grantor shall give written notice to the Grantee of its intent to revoke the Authorization and the grounds therefor pursuant to Section 5.6 above. Grantee shall have thirty (30) days from such notice to object, in writing, and to state its reasons for such objection. In the event the Grantor has not received a response that is reasonably satisfactory, it may then proceed to place its request for termination of the Authorization at a Council meeting. Grantor shall cause to be served upon the Grantee, at least ten (10) days prior to the time and place of such meeting, a written notice of this intent to request such termination, and the time and place of the meeting. Notice shall be published by the Grantor at least once in a newspaper of general circulation within the City.
- B. In addition to the Grantee's right to appeal any declaration of default to arbitration proceedings under Section 5.4, if the Grantor orders the termination of this Authorization, the Grantee shall have the right to appeal the determination of the Grantor within thirty (30) days to any agency or court of competent jurisdiction for de novo review. The Grantor's determination to terminate this Authorization shall not be effective pending final resolution of all appeals under this Section.
- C. The governing body of the City may, at its sole discretion, take any other lawful action which it deems appropriate to enforce the Grantor's rights under the Authorization in lieu of revocation of the Authorization.

5.8 Unauthorized Operations. No person shall establish, operate or carry on the business of distributing to any persons in the City any signals by means of Network Equipment unless an Authorization therefor has first been obtained, and unless such Authorization is in full force and effect.

SECTION 6. AMENDMENT AND RENEWAL

6.1 Amendment. Applications to amend this Authorization, to accommodate a significant change in circumstances or to prevent unreasonable hardship to Grantee, may be made by the Grantee to Grantor. Grantor shall review such application within thirty (30) calendar days and act on a request within sixty (60) days. If Grantee cannot reach agreement with

the Grantor on the amendment within such time, it may resort to the procedure of Section 5.5 above for resolution of the dispute.

6.2 Renewal.

- A. Unless earlier terminated by either party pursuant to the provisions of this Authorization, this Authorization shall renew automatically on the same terms and conditions as herein for one (1) term of five (5) years beyond the initial term of this Authorization, if the Grantee has substantially complied with the material terms of the existing Authorization.
- B. As between the Grantor and the Grantee, the Grantee shall at all times retain ownership of the Network Equipment, and upon expiration or non-renewal shall be afforded a reasonable time (not to exceed one hundred eighty (180) days) to remove Network Equipment that is installed on or above the surface of the Public Rights-of-Way, or alternatively, sell the same to a qualified buyer consistent with applicable law. In the event Grantor fails or refuses to remove Network Equipment within the time frame allowed, Grantor reserves the right to remove the Network Equipment and charge the expense thereof to Grantee.

SECTION 7. MISCELLANEOUS

- 7.1 Severability. If any law, ordinance, regulation or court decision renders any provision of this Authorization invalid, the remaining provisions of the Authorization shall remain in full force and effect.
- 7.2 Force Majeure. Grantee shall not be deemed in default, non-compliance, or in violation with any provision of this Authorization where performance was hindered or rendered impossible by war or riots, civil disturbances, natural catastrophes or other circumstances beyond the Grantee's control.
- 7.3 Nonexclusive.
 - A. This Authorization and the right it grants to use and occupy the Public Rights-of-Way shall not be exclusive and do not, explicitly or implicitly, preclude the issuance of other Authorizations to operate Network Equipment within the City.
 - B. In the event another Person provides Services on terms and conditions that are more favorable or less burdensome than the terms and conditions applicable to Grantee under this Authorization ("Third Party Authorization"), the Grantor may, in its reasonable discretion, adjust the terms and conditions in the Third Party Authorization or in this Authorization so that the terms and conditions under which such other Person operates are not more favorable or less burdensome than those that are applicable to Grantee.

7.4 No Waiver.

- A. The failure of either party on one or more occasions to exercise a right or to require compliance or performance under this Authorization, or any other applicable law, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by such party, unless such right or such compliance or performance has been specifically waived in writing.
- B. Both the Grantor and the Grantee expressly reserve all rights they may have under law to the maximum extent possible; neither the Grantor nor the Grantee shall be deemed to have waived any rights they may now have or may acquire in the future by entering into this Authorization.

7.5 Attorneys' Fees. Should any dispute arising out of this Authorization lead to arbitration or litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

7.6 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Authorization, such party shall not unreasonably delay, condition, or withhold its approval or consent.

7.7 Notice. Any and all notices which shall or may be given pursuant to this Authorization must be in writing and delivered by hand or (a) through the United States mail, by registered or certified mail; (b) by prepaid overnight delivery service; or (c) by email transmission, if a hard copy of the same is delivered through the United States Postal Service or by overnight delivery service, to the following addresses:

if to Grantor:

Mayor of Price City
c/o Price City Recorder
P.O. Box 893
Price, UT 84501

if to Grantee:

Mobilitie, LLC
Attn: Legal Department
2220 University Drive
Newport Beach, CA 92660

Each party shall provide timely notice to the other of changes in the address for notification under this provision. Notice shall be deemed effective upon receipt in the case of hand delivery, three (3) days after delivery by the United States Postal Service, or the next business day if delivery is effectuated by email or overnight delivery service.

7.8 Representations and Warranties. Each of the parties to this Authorization represents and warrants that it has the full right, power, legal capacity, and authority to enter into and

perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

- 7.9 Entire Agreement. This Authorization and all attachments hereto represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified or changed only by an agreement in writing which makes specific reference to this Authorization or the appropriate attachment and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.
- 7.10 Laws Governing. This Authorization shall be governed by and construed in accordance with the laws of the State of Utah, and applicable federal law.
- 7.11 Counterparts. This Authorization may be signed in any number of counterparts, each of which is an original and all of which when taken together form one single document. Signatures delivered by email in PDF format or facsimile shall be effective.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, and in order to bind themselves legally to the terms and conditions of this Authorization, the duly authorized representatives of the parties have executed this Authorization as of the dates set forth below.

Grantor: PRICE MUNICIPAL CORPORATION

By: _____
Name: Joe L. Piccolo
Its: Mayor
Date: _____

Grantee: MOBILITIE, LLC

By: _____
Name: _____
Its: _____
Date: _____

PASSED AND ADOPTED as of the Effective Date.

ATTEST:

PRICE MUNICIPAL CORPORATION

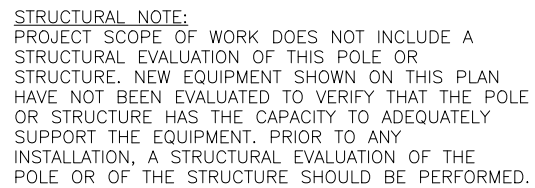
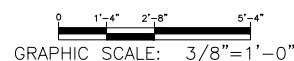
By: _____
Name: Sherrie Gordon
Its: City Recorder
Date: _____

EXHIBIT 1
CONCEPTUAL DIAGRAM OF NETWORK EQUIPMENT

[See Attached]



NOTE:
THE POLE EMBEDMENT IS BASED ON A RULE OF THUMB. HOWEVER, SOME SOIL CONDITIONS MAY REQUIRE LONGER DEPTHS OF EMBEDMENT.



EQUIPMENT CHART			
QTY	DESCRIPTION	DIMENSIONS (HxWxD)	WEIGHT
1	ANTENNA	35.4"x4.7"ø	11lbs.
1	UE RELAY ANTENNA	13.0"x7.9"ø	9.9lbs.
1	GPS	1.96"x2.62"ø	0.33lbs.
1	RRU	20.1"x9.1"x8.9"	55.1lbs.
1	AC DISTRIBUTION	9.25"x9.5"x3.81"	1.4lbs.
1	DISCONNECT SWITCH	9.78"x6.38"x3.31"	2.0lbs.
1	METER SOCKET	11.5"x8.0"x3.31"	2.0lbs.



B	07.18.16	REVISED	RP
A	07.11.16	REVIEW	KD

IT IS A VIOLATION OF THE LAW FOR ANY
PERSON, UNLESS THEY ARE ACTING UNDER
THE DIRECTION OF A LICENSED PROFESSIONAL
ENGINEER, TO ALTER THIS DOCUMENT

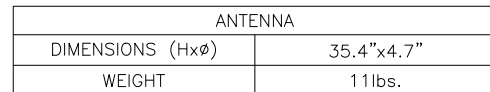
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SHEET TITLE

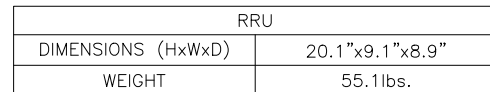
POLE ELEVATIONS

SHEET NUMBER

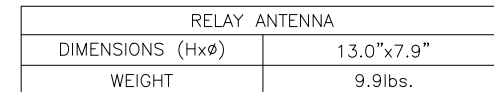
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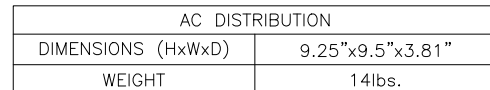
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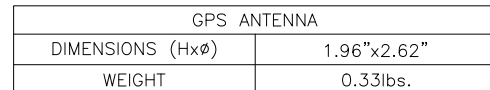
② RRU DETAIL
SCALE: N.T.S.



③ RELAY ANTENNA
SCALE: N.T.S.



4 AC DISTRIBUTION
SCALE: N.T.S.



5 GPS ANTENNA
SCALE: N.T.S.

3.0

OH EXCHANGE
FACILITIES
NETWORKS, LLC

SITE ID—CANDIDATE LETTER:	XXXXX
DRAWN BY:	KD
CHECKED BY:	PL

B	07.18.16		REVISED	RP
A	07.11.16		REVIEW	KD

IT IS A VIOLATION OF THE LAW FOR ANY
PERSON, UNLESS THEY ARE ACTING UNDER
THE DIRECTION OF A LICENSED PROFESSIONAL
ENGINEER, TO ALTER THIS DOCUMENT

SITE INFORMATION

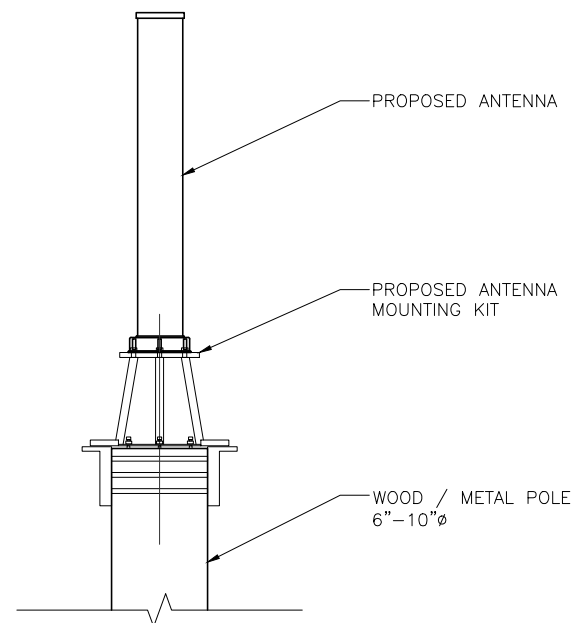
SHEET TITLE

TYPICAL DETAILS

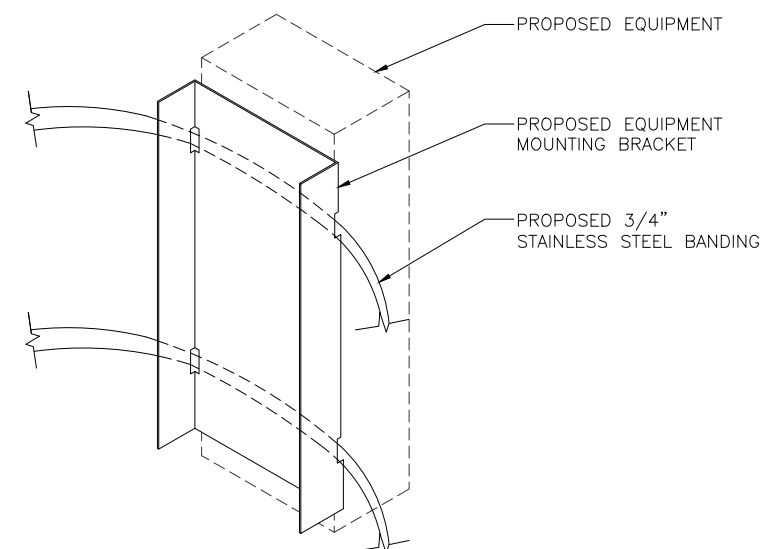
SHEET NUMBER

3.1

BLACK BOX 2500 MHZ – ANTENNA MOUNT

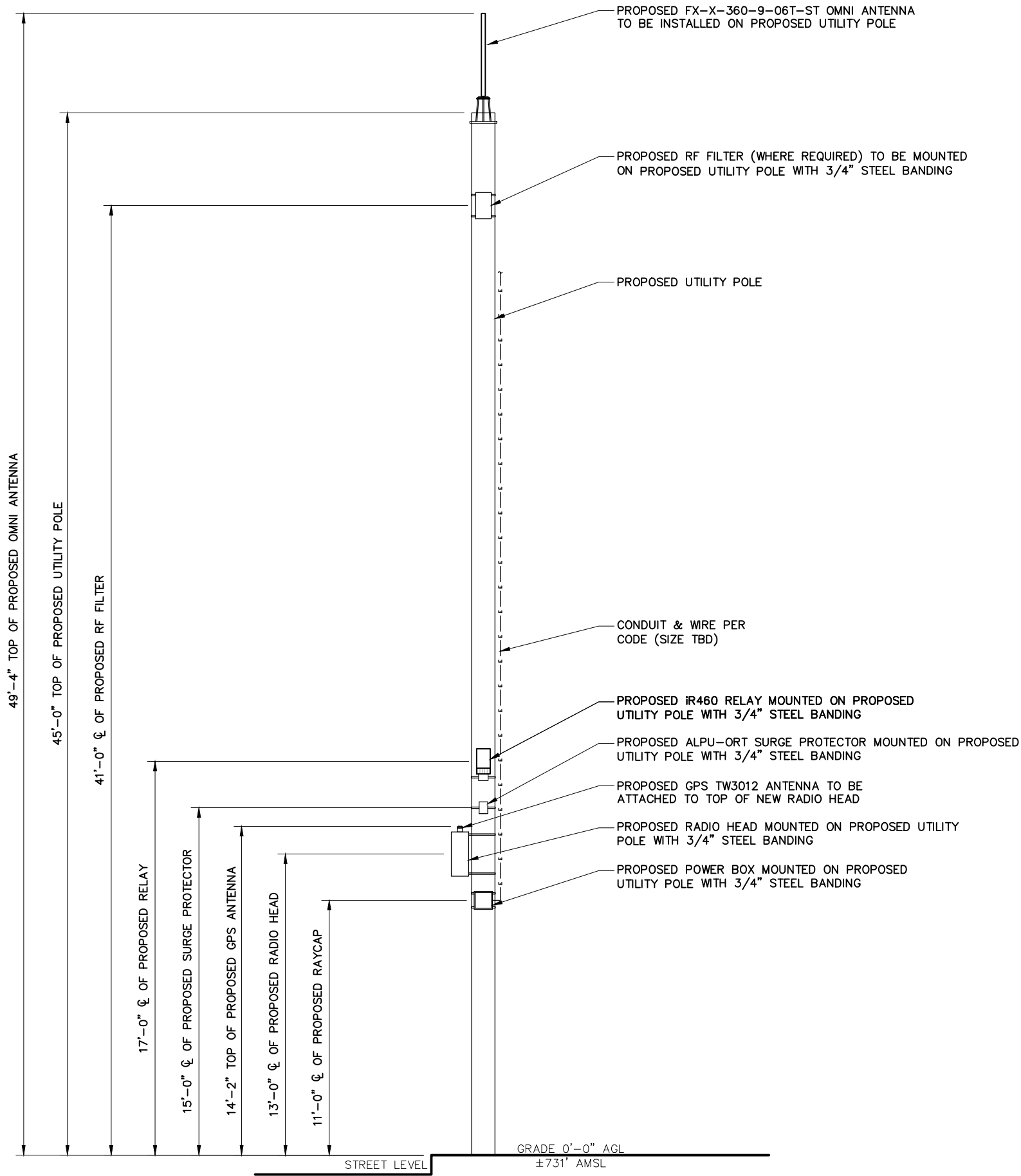


1 ANTENNA MOUNTING DETAIL
SCALE: N.T.S.



② EQUIPMENT BANDING DETAIL
SCALE: N.T.S.

NOTE:
KMB DESIGN GROUP, LLC HAS NOT PERFORMED A FULL
STRUCTURAL ANALYSIS ON THE POLE AND MOUNTS AS
PART OF THIS SUBMITTAL. STRUCTURAL ANALYSIS
REPORT TO BE PROVIDED UNDER SEPARATE COVER AND
OBTAINED BY CONTRACTOR PRIOR TO CONSTRUCTION.



mobilitie

PROJECT NO:

DRAWN BY:

CHECKED BY:

IT IS A VIOLATION OF THE LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION OF
A LICENSED PROFESSIONAL ENGINEER, TO ALTER
THIS DOCUMENT

SHEET TITLE

POLE ELEVATION

SHEET NUMBER

2.0

49'-4" TOP OF PROPOSED OMNI ANTENNA

45'-0" TOP OF PROPOSED UTILITY POLE

41'-0" CL OF PROPOSED RF FILTER

17'-0" CL OF PROPOSED RELAY

15'-0" CL OF PROPOSED SURGE PROTECTOR

14'-2" TOP OF PROPOSED GPS ANTENNA

13'-0" CL OF PROPOSED RADIO HEAD

11'-0" CL OF PROPOSED RAYCAP

GRADE 0'-0" AGL
±731' AMSL

PROPOSED FX-X-360-9-06T-ST OMNI ANTENNA TO BE INSTALLED ON PROPOSED UTILITY POLE

PROPOSED RF FILTER (WHERE REQUIRED) TO BE MOUNTED ON PROPOSED UTILITY POLE WITH 3/4" STEEL BANDING

PROPOSED UTILITY POLE

CONDUIT & WIRE PER CODE (SIZE TBD)

PROPOSED IR460 RELAY MOUNTED ON PROPOSED UTILITY POLE WITH 3/4" STEEL BANDING

PROPOSED ALPU-ORT SURGE PROTECTOR MOUNTED ON PROPOSED UTILITY POLE WITH 3/4" STEEL BANDING

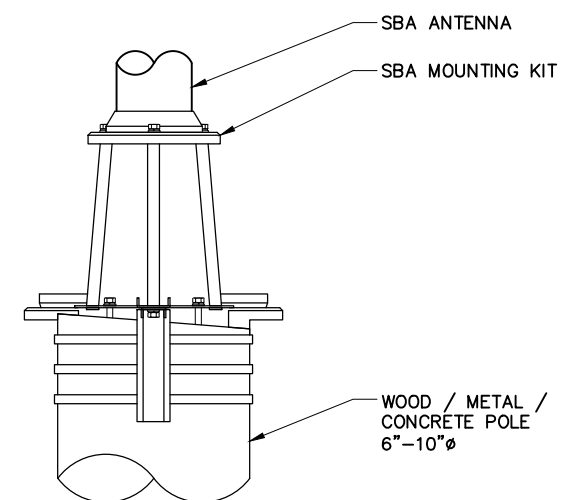
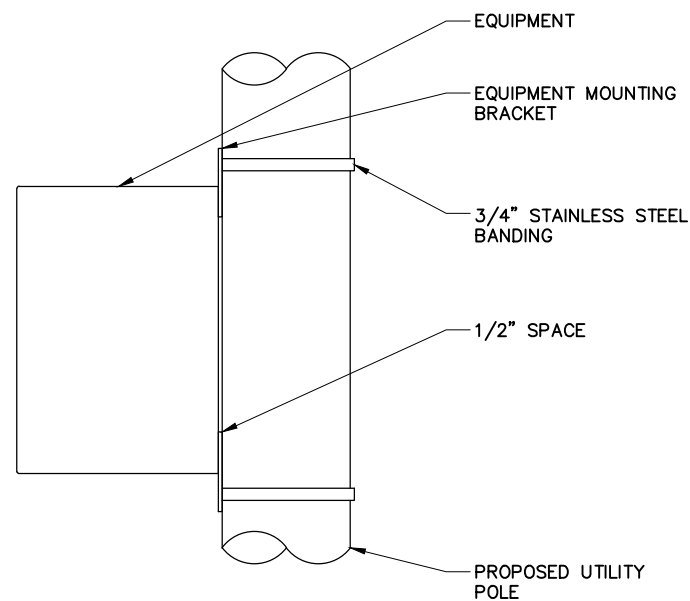
PROPOSED GPS TW3012 ANTENNA TO BE ATTACHED TO TOP OF NEW RADIO HEAD

PROPOSED RADIO HEAD MOUNTED ON PROPOSED UTILITY POLE WITH 3/4" STEEL BANDING

PROPOSED POWER BOX MOUNTED ON PROPOSED UTILITY POLE WITH 3/4" STEEL BANDING

SHEET NUMBER

2.1

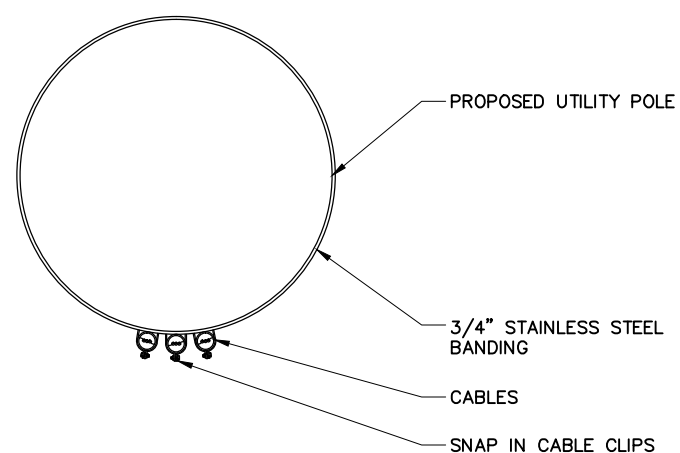


1	EQUIPMENT CONNECTION DETAIL
---	-----------------------------

SCALE: NTS

2	ANTENNA MOUNTING DETAIL
---	-------------------------

SCALE: NTS



3	CABLE ROUTING DETAIL
---	----------------------

SCALE: NTS

IN LICENSE: 10707923

7/19/16

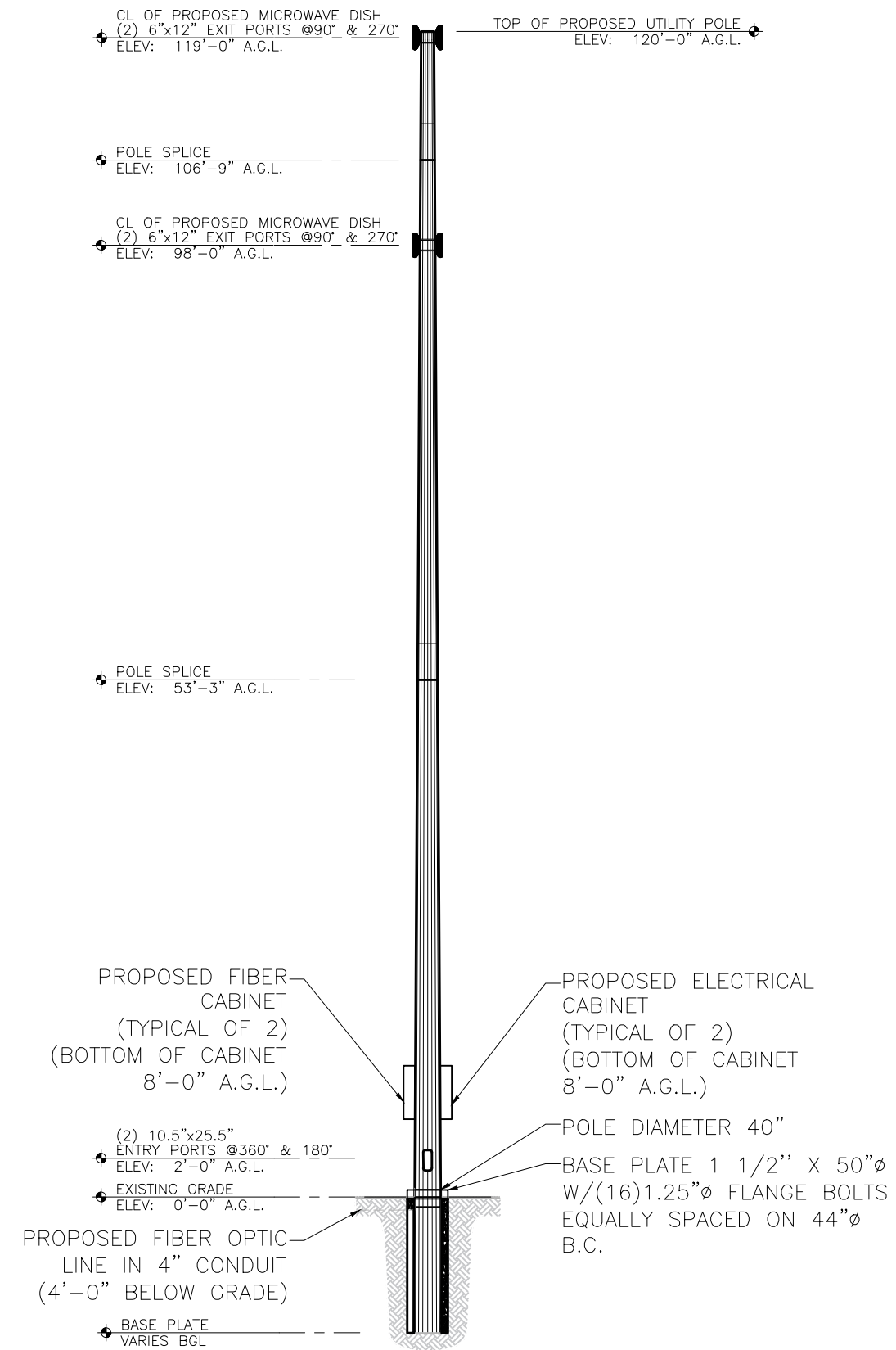
IT IS A VIOLATION OF THE LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION OF
A LICENSED PROFESSIONAL ENGINEER, TO ALTER
THIS DOCUMENT

SHEET TITLE

ANTENNA & EQUIPMENT
MOUNTING DETAILS

SHEET NUMBER

3.0



GRAPHIC SCALE: $1/8" = 1'-0"$



MEMORANDUM

TO: Mayor and City Council

FROM: John Daniels 

*Distributed electronically via email by
JR Daniels 08/22/2016*

DATE: August 22, 2016

SUBJECT: Career Ladder Promotion: Jordan Tucker

Brianna Welch recommends Jordan Tucker be promoted from Laborer to Groundskeeper I.

In accordance with our promotion and career ladder guidelines, a recommendation form to justify the promotion has been completed. The promotion is supported and signed by Miles Nelson. The Finance Director confirmed the promotion is budgeted. Based on my review of the supporting documentation, wage relativity, attendance, and performance evaluations I support the promotion. The completed form and supporting documentation is available for review in my office.

The promotion will be on the agenda for the City Council Meeting scheduled for August 24, 2016. If you have any questions please contact Brianna, Miles, or me.

Cc Brianna Welch
Miles Nelson
Lisa Richens

BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

PLEASE TYPE OR PRINT LEGIBLY.

☐ **Renewal** (check and show *changes only* on form below)

Business Status: ☒ New Business ☐ Location Change ☐ Name Change ☐ Ownership Change

Business Name (include DBA): Southeast Mudjacking LLC.

If Name Change, list previous name:

Business Address: 840 N 400E

Suite/Apt. No.:

City: Price

State: Utah

Zip Code: 84501

Opening Date: _____ Business Hours: From 8am To 5pm MTWTHFS SU (please circle)

Detailed Description of Business: lifting and leveling existing slab concrete

Price City Police Department Travel Request and Authorization

Date: August 8, 2016

Employee: David Wilkinson

Purpose of Travel: Forensic Interview Training

Agency Sponsoring Activity: Children's Justice Center

Destination: Salt Lake City, Utah

Dates employee will be involved in training (include travel time): Aug. 16-18, 2016

Expenses will be reimbursed to the City by: _____

Method of Travel:

City Vehicle

Personal Vehicle (gas)

Meals: 8-15 (\$16); 8-16 & 17 (\$10 & \$16); 8-18 (\$10) \$ 78.00

Lodging: POST Dorms \$ _____

Registration Fees: \$ _____

Other Expenses: _____ \$ _____

Total \$ _____

Submitted by: Chief Kevin Drolc

Submitted to City Council for Approval on _____

SALT LAKE NICHD-BASED FORENSIC INTERVIEW TRAINING

30 Training Hours (Approved by National Children's Alliance November 2012)

2016 TRAINING AGENDA

DAY 1: (Tuesday, August 16, 2016)

TIME	SECTION
9:00 to 9:30	Welcome and Introductions
9:30 to 10:15	Exercise with transcript: Assess the interviewer skills and victim statements
10:15 to 10:45	Introduction to Child Abuse
10:45 to 11:30	Children's Language Development
11:30 to 11:45	Break
11:45 to 12:15	Questions Types & Question Types Exercises
12:15 to 12:45	History of the NICHD Research
12:45 to 1:30	Lunch (provided + Q&A)
1:30 to 2:45	Introduction of the NICHD Structure - Introduction and Rapport Building, Training in Episodic Memory, Getting an Allegation
2:45 to 3:00	Break
3:00 to 3:45	Introduction on the NICHD Structure (continued), Investigating the Incidents
	Break and Using Leading Questions, Information about the Disclosure and Closing
3:45 to 5:00	Transcript review: Demonstrating NICHD Guidelines with Young Children

DAY 2: (Wednesday, August 17, 2016)

TIME	SECTION
9:00 to 10:30	1st Round: Role play practice interviews and debriefing
10:30 to 10:45	Break
10:45 to 11:30	Audio review with transcript: Demonstrating NICHD Guidelines with child witness
11:30 to 12:15	Corroboration
12:15 to 1:00	Lunch (provided + Q&A)
1:00 to 2:00	Exercise with transcript: Corroboration exercise
2:00 to 3:15	2nd Round: Role play practice interviews and debriefing
3:15 to 3:30	Break
3:30 to 4:00	Memory and Suggestibility
4:00 to 5:00	Video review with transcript: Demonstrating NICHD guidelines with child witness

DAY 3: (Thursday, August 18, 2016)

TIME	SECTION
9:00 to 10:15	3rd Round: Role play practice interviews and debriefing
10:15 to 10:30	Break
10:30 to 11:00	Exercise: "What would you say next" / "What's another way to ask"
11:00 to 12:00	4th Round: Role play practice interviews and debriefing
12:00 to 12:45	Lunch (provided + Q&A)
12:45 to 2:00	Elements Needed for Prosecution & Defending an Interview in Court
2:00 to 3:00	5th Round: Role play practice interviews and debriefing
3:00 to 3:15	Break
3:15 to 4:15	Video review with transcript: Demonstrating NICHD guidelines with an Adolescent
4:15 to 5:00	Post-test, pre & post test comparison results, wrap up



Shauna Fassett <shaunaf@priceutah.net>

Fwd: NICHD-Based Forensic Interview Training -- August 16-18, 2016.

1 message

David Wilkinson <davidw@priceutah.net>

Fri, Aug 5, 2016 at 9:39 PM

To: Shauna Fassett <shaunaf@priceutah.net>, Kevin Droic <kevind@priceutah.net>, Brandon Sicilia <brandon@priceutah.net>

Here is the information on the location for my FIT training. Shawna if it's ok with the chief will you see if I can get a room at post?

Det. D. P. Wilkinson
(435) 636-3033

----- Forwarded message -----

From: "Laura Seklemian" <lsekleman@utah.gov>

Date: Aug 5, 2016 16:16

Subject: NICHD-Based Forensic Interview Training -- August 16-18, 2016.

To:

Cc:

Good Afternoon,

We are looking forward to having you participate in the **NICHD-Based Forensic Interview Training** to be held **August 16-18, 2016**.

The **1st day** (Tuesday, August 16) of the training will be held at the **Holiday Inn Express, 5429 South Commerce Drive, Murray, Utah 84107**. It is directly is directly east and south of I-15 and 5300 South.

The **2nd and 3rd days** (Wednesday and Thursday, August 17-18) of the training will be held at the **Utah Attorney General's Office, 5272 South College Drive, in the First Floor Conference Room**. I have attached Driving Instructions to our College Drive Office for your convenience.

The **Training will begin each day at 9:00 am** and will run until approximately 4:30 - 5:00 pm. Please plan to arrive a few minutes early to settle in so the training can start on time. We will provide all training materials, lunch each day and some beverages and light snacks.

This training is intensive and requires full participation from all attendees. Please make sure you are able to be present for the entire training. If you are unable to make this commitment, please let me know ASAP and I will be happy to reschedule for a future session.

If you have already returned you Pre-Test to Katherine Rhodes, thank you !!! If you have **NOT** yet returned your Pre-Test, please send it to Katherine ASAP so she can forward to you the Required Readings. **Please be sure to have the readings completed** prior to the training as this information will be helpful to you as you participate in the training.

Please feel free to contact me if you have questions or need additional information. I'll look forward to meeting you at the Training.

Thank you and have a great weekend !!
Laura

—
Laura Seklemian

Price City Police Department Travel Request and Authorization

Date: Aug. 12, 2016

Employee: Debbie Worley

Purpose of Travel: SWAVO

Agency Sponsoring Activity: Utah Office for Victims of Crime

Destination: St. George, Utah

Dates employee will be involved in training (include travel time) Sept. 14, 15 & 16, 2016

Expenses will be reimbursed to the City by: _____

Other: _____

P.O. # 34683

P.O. # 34684

Method of Travel:

City Vehicle (gas) \$ _____

Personal Vehicle
_____ miles x _____ cents per mile = \$ _____

Meal (2) Dinner @\$16, (2) Lunch @ \$13 \$ 58.00

Lodging 2 day @ \$93.74 per night \$ 187.48

Registration Fees: _____ \$ _____

Other Expenses: _____ \$ _____

Total (estimate): \$ 245.48

Submitted by: Debbie Worley Date: 08/16/2016

Submitted to City Council for Approval on: _____

The Thread That Connects Us



SWAVO

Thursday, September 15, 2016

1129 South Bluff Street

St. George, Utah

(435)652-1234

7:30—8:30

Registration

8:00—8:45

Welcome & Introductions

8:45—10:00

Treatment & Services for Teenage Victims

Maria Blanchard, Utah County Family Justice Center

10:00—10:15

Break

10:15—11:15

Serving Those Who Serve Us

Katie Sutton, DAVA Hill Air Force Base

11:15—12:30

Cultural Responsiveness in Plural Families & Communities

Alina Darger, Cherish Families

12:30—1:30

Networking Lunch

1:30—2:30

Addiction & Victimization

Heather Chase, House of Hope

1:30—2:45

Break

2:45—4:45

Drug Endangered Children Panel

DCFS; Denna Fausett,

Keri Jones, Treatment Provider